

TERMS AND CONDITIONS OF SALE 2026

1. Interpretation

1.1 Definitions. In these Conditions, the following definitions apply:

- (a) Business Day: a day (other than a Saturday, Sunday or a public holiday) when banks in London are open for business.
- (b) Client: the person or firm who purchases the Goods and/or Services from the Supplier.
- (c) Commencement Date: has the meaning set out in clause 2.2.
- (d) Conditions: these terms and conditions as amended from time to time in accordance with clause 15.8.
- (e) Contract: the contract between the Supplier and the Client for the supply of Goods and/or Services in accordance with these Conditions.
- (f) Deliverables: the deliverables set out in the Specification.
- (g) Delivery Location: has the meaning set out in clause 3.1.
- (h) Excluded Services: unless expressly included in the Supplier's quotation, heat-load, capacity or performance testing; surveys beyond reasonable visual inspection; BMS controls, integration or cabling; incoming mains, isolators or electrical distribution; out-of-hours working; CAD or BIM models; planning, building-control or landlord approvals; specialist reports; builders' work, penetrations, fire stopping, lifting, scaffolding, decorating, ceilings or making good; water treatment, flushing or balancing; asbestos investigation or removal; temporary cooling; spare parts; and any work made necessary by latent defects or the condition, capacity or incompatibility of existing systems.
- (i) Force Majeure Event: has the meaning given to it in clause 15.1(a).
- (j) Goods: the goods (or any part of them) set out in the Order.
- (k) Intellectual Property Rights: all patents, rights to inventions, utility models, copyright and related rights, trade marks, service marks, trade, business and domain names, rights in trade dress or get-up, rights in goodwill or to sue for passing off, unfair competition rights, rights in designs, rights in computer software, database right, topography rights, moral rights, rights in confidential information (including know-how and trade secrets) and any other intellectual property rights, in each case whether registered or unregistered and including all applications for and renewals or extensions of such rights, and all similar or equivalent rights or forms of protection in any part of the world.
- (l) Order: the Client's order for the supply of Goods and/or Services, as set out in the Client's purchase order form, or the Client's written acceptance of the Supplier's quotation, or overleaf.
- (m) Services: the services, including the Deliverables but excluding the Excluded Services, set out in the Specification.
- (n) Specification: in relation to Goods, any specification for the Goods (including any relevant plans or drawings) that is provided by the Supplier to the Client, and in relation to Services, the description or specification for Services provided by the Supplier to the Client.
- (o) Supplier: J.C. Watson Mechanical Limited (trading as JC Watson Mechanical and referred to as "JCWM"), registered in England and Wales with company number 09828997, whose registered office is stated in the quotation or Order.
- (p) Supplier Materials: has the meaning set out in clause 7.1(i).
- (q) Client Default: has the meaning set out in clause 7.2.

- (r) Construction Act: Part II of the Housing Grants, Construction and Regeneration Act 1996, as amended.
- (s) Construction Operations: construction operations within the meaning of section 105 of the Construction Act.
- (t) Contract Price: the aggregate price and charges payable under the Contract, excluding VAT.
- (u) Practical Completion: the stage when the Services are complete except for minor defects or omissions which do not materially prevent their safe and beneficial use.
- (v) Site: the premises at which Goods are delivered or Services performed.

1.2 Construction. In these Conditions, the following rules apply :

- (a) a person includes a natural person, corporate or unincorporated body (whether or not having separate legal personality);
- (b) a reference to a party includes its personal representatives, successors or permitted assigns;
- (c) a reference to a statute or statutory provision is a reference to such statute or statutory provision as amended or re-enacted. A reference to a statute or statutory provision includes any subordinate legislation made under that statute or statutory provision, as amended or re-enacted;
- (d) any phrase introduced by the terms including, include, in particular or any similar expression shall be construed as illustrative and shall not limit the sense of the words preceding those terms; and
- (e) a reference to writing or written includes email, except where clause 15.3 expressly provides otherwise.

2. Basis of Contract

2.1 The Order constitutes an offer by the Client to purchase Goods and/or Services from the Supplier in accordance with these Conditions.

2.2 The Order shall only be deemed to be accepted when the Supplier issues written acceptance of the Order at which point and on which date the Contract shall come into existence ("Commencement Date").

2.3 The Contract constitutes the entire agreement between the parties. The Client acknowledges that it has not relied on any statement, promise or representation made or given by or on behalf of the Supplier which is not set out in the Contract. Any samples, drawings, descriptive matter or advertising issued by the Supplier and any descriptions or illustrations contained in the Supplier's catalogues or brochures are issued or published for the sole purpose of giving an approximate idea of the Services and/or Goods described in them. They shall not form part of the Contract or any other contract between the Supplier and the Client for the supply of the Goods and/or Services.

2.4 These Conditions apply to the Contract to the exclusion of any other terms that the Client seeks to impose or incorporate, or which are implied by trade, custom, practice or course of dealing.

2.5 Any quotation given by the Supplier shall not constitute an offer, and is only valid for a period of 30 days from its date of issue.

2.6 All of these Conditions shall apply to the supply of both Goods and Services except where application to one or the other is specified.

2.7 If there is any inconsistency, the following order of precedence applies: (a) any special conditions expressly stated in the Supplier's quotation; (b) the Supplier's quotation and scope; (c) the Supplier's written Order acceptance; (d) these Conditions; and (e) the Client's Order solely as to administrative details, quantities and delivery location. No Client term, qualification, specification or policy is incorporated unless expressly accepted in writing by a director of the Supplier.

2.8 These Conditions apply only where the Client contracts wholly or mainly for purposes relating to its trade, business, craft or profession. They are not intended for a consumer contract. Nothing in these Conditions excludes rights which cannot lawfully be excluded.

2.9 The quotation is based on information and access available at its date and on the visible condition of the Site and existing systems. Unless expressly stated, the Supplier does not warrant the accuracy of Client

information, the capacity or condition of existing plant, services or structures, or that existing equipment is free from latent defects, contamination, asbestos, corrosion, leakage, incompatibility or non-compliance.

3. Delivery of Goods

3.1 The Supplier shall deliver the Goods to the location set out in the Order or such other location as the parties may agree ("Delivery Location") at any time after the Supplier notifies the Client that the Goods are ready.

3.2 Delivery of the Goods shall be completed on the Goods' arrival at the Delivery Location.

3.3 Any dates quoted for delivery of the Goods are approximate only, and the time of delivery is not of the essence. The Supplier shall not be liable for any delay in delivery of the Goods that is caused by a Force Majeure Event or the Client's failure to provide the Supplier with adequate delivery instructions or any other instructions that are relevant to the supply of the Goods.

3.4 If the Supplier fails to deliver the Goods, its liability shall be limited to the costs and expenses incurred by the Client in obtaining replacement goods of similar description and quality in the cheapest market available, less the price of the Goods. The Supplier shall have no liability for any failure to deliver the Goods to the extent that such failure is caused by a Force Majeure Event the Client's failure to provide the Supplier with adequate delivery instructions for the Goods or any relevant instruction related to the supply of the Goods.

3.5 If the Client fails to accept or take delivery of the Goods within ten Business Days of the Supplier notifying the Client that the Goods are ready, then except where such failure or delay is caused by a Force Majeure Event or by the Supplier's failure to comply with its obligations under the Contract in respect of the Goods:

- (a) delivery of the Goods shall be deemed to have been completed at 9.00 am on the second Business Day following the day on which the Supplier notified the Client that the Goods were ready; and
- (b) the Supplier shall store the Goods until delivery takes place, and charge the Client for all related costs and expenses (including insurance).

3.6 If twenty Business Days after the Supplier notified the Client that the Goods were ready for delivery the Client has not accepted or taken delivery of them, the Supplier may resell or otherwise dispose of part or all of the Goods and, after deducting reasonable storage and selling costs, account to the Client for any excess over the price of the Goods or charge the Client for any shortfall below the price of the Goods.

3.7 The Client shall not be entitled to reject the Goods if the Supplier delivers up to and including 5 per cent more or less than the quantity of Goods ordered, but a pro-rata adjustment shall be made to the Order invoice on receipt of notice from the Client that the wrong quantity of Goods was delivered.

3.8 The Supplier may deliver the Goods by instalments, which shall be invoiced and paid for separately. Each instalment shall constitute a separate contract. Any delay in delivery or defect in an instalment shall not entitle the Client to cancel any other instalment.

3.9 The Client shall provide safe, suitable and unobstructed access, unloading facilities, permits and competent representatives at the Delivery Location. Waiting time, aborted delivery, redelivery, specialist handling, parking, tolls and storage caused by the Client shall be charged in addition.

3.10 The Client may not cancel an accepted Order except with the Supplier's written agreement and payment of all costs, commitments, restocking charges and loss reasonably incurred. Bespoke, configured, installed, opened, refrigerant-containing or non-returnable Goods may not be cancelled or returned. Any authorised return is at the Client's risk and cost and may be subject to inspection and a restocking charge.

4. Quality of Goods

4.1 The Supplier warrants that on delivery, and for the period expressly stated in the Supplier's quotation or, if none is stated, 12 months from delivery ("Warranty Period"), the Goods shall:

- (a) conform in all material respects with their description and any applicable Specification; and
- (b) be free from material defects in design, material and workmanship.

4.2 Subject to clause 4.3, if:

- (a) the Client gives notice in writing during the Warranty Period within a reasonable time of discovery that some or all of the Goods do not comply with the warranty set out in clause 4.1;
- (b) the Supplier is given a reasonable opportunity of examining such Goods; and
- (c) the Client (if asked to do so by the Supplier) returns such Goods to the Supplier's place of business at the Client's cost and risk,

4.3 the Supplier shall, at its option, repair or replace the defective Goods, or refund the price of the defective Goods in full.

4.4 The Supplier shall not be liable for the Goods' failure to comply with the warranty in clause 4.1 if:

- (a) the Client makes any further use of such Goods after giving a notice in accordance with clause 4.2;
- (b) the defect arises because the Client failed to follow the Supplier's oral or written instructions as to the storage, installation, commissioning, use or maintenance of the Goods or (if there are none) good trade practice;
- (c) the defect arises as a result of the Supplier following any drawing, design or specification supplied by the Client;
- (d) the Client alters or repairs such Goods without the written consent of the Supplier; or
- (e) the defect arises as a result of fair wear and tear, wilful damage, negligence, or abnormal working conditions.

4.5 Except as provided in this clause 4, the Supplier shall have no liability to the Client in respect of the Goods' failure to comply with the warranty set out in clause 4.1.

4.6 Subject to clause 4.6, the terms of these Conditions shall apply to any repaired or replacement Goods supplied by the Supplier under clause 4.2.

4.7 In respect of any repaired or replacement Goods supplied under clause 4.2, the warranty set out in clause 4.1 shall be limited to the remainder of the original Warranty Period.

4.8 The warranty does not cover consumables, filters, belts, fuses, batteries, refrigerant recharge where no defect in the Supplier's work is established, routine maintenance, corrosion, water quality, fouling, blocked drains, infestation, power or network disturbance, third-party controls, pre-existing defects or failure caused by operation outside design conditions.

4.9 An attendance requested as a warranty call which reveals no defect for which the Supplier is responsible may be charged at the Supplier's applicable rates, including travel and investigation time.

5. Title and Risk

5.1 The risk in the Goods shall pass to the Client on completion of delivery.

5.2 Title to the Goods shall not pass to the Client until the Supplier has received payment in full (in cash or cleared funds) for:

- (a) the Goods; and
- (b) any other goods that the Supplier has supplied to the Client.

5.3 Until title to the Goods has passed to the Client, the Client shall:

- (a) hold the Goods on a fiduciary basis as the Supplier's bailee;
- (b) store the Goods separately from all other goods held by the Client so that they remain readily identifiable as the Supplier's property;
- (c) not remove, deface or obscure any identifying mark or packaging on or relating to the Goods;
- (d) maintain the Goods in satisfactory condition and keep them insured against all risks for their full price on the Supplier's behalf from the date of delivery;
- (e) notify the Supplier immediately if it becomes subject to any of the events listed in clause 13.1(b) to clause 13.1(l); and
- (f) give the Supplier such information relating to the Goods as the Supplier may require from time to time,

5.4 and the Client may not resell or use the Goods in the ordinary course of its business.

5.5 If before title to the Goods passes to the Client the Client becomes subject to any of the events listed in clause 13.1(b) to clause 13.1(l), or the Supplier reasonably believes that any such event is about to happen and notifies the Client accordingly, then, provided the Goods have not been resold, or irrevocably incorporated into another product, and without limiting any other right or remedy the Supplier may have, the Supplier may at any time require the Client to deliver up the Goods and, if the Client fails to do so promptly, enter any premises of the Client or of any third party where the Goods are stored in order to recover them.

5.6 The Client shall not create or permit any charge or security interest over Goods owned by the Supplier. If the Client resells Goods before title passes, it does so as principal and shall hold so much of the proceeds as represents the amount due to the Supplier in a separate account, without creating a trust over any excess.

5.7 Where Goods are incorporated into land, equipment or another product before payment, the Supplier retains every right available at law, but is not entitled to dismantle or remove them where removal would cause material damage or is otherwise unlawful. This does not affect the Client's obligation to pay.

6. Supply of Services

6.1 The Supplier shall provide the Services to the Client from the Commencement Date, in accordance with the Specification in all material respects.

6.2 The Supplier shall use reasonable endeavours to meet any performance dates for the Services specified in the Order, but any such dates shall be estimates only and time shall not be of the essence for the performance of the Services.

6.3 The Supplier shall use reasonable endeavours to comply with all proper and reasonable safety rules and instructions implemented by the Client and provided in writing to the Supplier.

6.4 The Supplier shall have the right to make any changes to the Services which are necessary to comply with any applicable law or safety requirement, or which do not materially affect the nature or quality of the Services, and the Supplier shall notify the Client in any such event.

6.5 The Supplier warrants to the Client that the Services will be provided using reasonable care and skill.

6.6 If the Client gives written notice within 12 months after the relevant Services were performed, identifying with reasonable particulars a failure to comply with clause 6.5, and gives the Supplier a reasonable opportunity to inspect and remedy it, the Supplier shall at its option reperform the affected Services or refund the charges paid for that affected part. Subject to clause 12, this is the Client's exclusive remedy for breach of clause 6.5. It does not apply to failure caused by Client Default, inaccurate information, existing systems, third-party interference, misuse, lack of maintenance or operation outside stated conditions.

6.7 Any programme or performance date is conditional upon timely access, information, approvals, Client works, utilities, payments and materials availability. The Supplier is entitled to a reasonable extension and to its demonstrable additional cost for Client Default, variations, latent conditions, discoveries, statutory change, third-party delay or any event beyond its reasonable control.

6.8 No variation, acceleration, resequencing or additional work is binding unless instructed or confirmed in writing by the Supplier. The price shall be the amount agreed or, failing agreement, a reasonable valuation using the Supplier's applicable rates plus materials, plant, subcontractor cost and reasonable overhead and profit. The Supplier need not proceed with a disputed variation before price and programme consequences are agreed.

6.9 Practical Completion is not prevented by minor defects or omissions which do not materially interfere with safe beneficial use. Use, occupation, energisation, commissioning into service or taking-over by the Client is evidence of Practical Completion of the relevant part, without prejudice to notified defects.

6.10 Where the Supplier undertakes design, it shall exercise the reasonable skill and care expected of an appropriately qualified and experienced designer. No fitness-for-purpose, absolute performance or energy-saving obligation applies unless expressly stated and priced in the quotation. Manufacturer selections and performance data are subject to stated design conditions and tolerances.

7. Client's Obligations

7.1 The Client shall:

- (a) ensure that the terms of the Order and the information it provides in the Specification are complete and accurate;
- (b) co-operate with the Supplier in all matters relating to the Services;
- (c) provide the Supplier, its employees, agents, consultants and subcontractors, with access to the Client's premises, office accommodation and other facilities as reasonably required by the Supplier to provide the Services;
- (d) provide the Supplier with such information and materials as the Supplier may reasonably require to supply the Services, and ensure that such information is accurate in all material respects;
- (e) prepare the Client's premises for the supply of the Services;
- (f) provide the Supplier with lighting, power and clear unrestricted access to utility services at the Client's premises;
- (g) obtain and maintain all necessary licences, permissions and consents which may be required for the Services before the date on which the Services are to start;
- (h) provide safe access to all systems and equipment as required by the Client; and
- (i) keep and maintain all materials, equipment, documents and other property of the Supplier ("Supplier Materials") at the Client's premises in safe custody at its own risk, maintain the Supplier Materials in good condition until returned to the Supplier, and not dispose of or use the Supplier Materials other than in accordance with the Supplier's written instructions or authorisation.

7.2 If the Supplier's performance of any of its obligations in respect of the Services is prevented or delayed by any act or omission by the Client or failure by the Client to perform any relevant obligation ("Client Default"):

- (a) the Supplier shall without limiting its other rights or remedies have the right to suspend performance of the Services until the Client remedies the Client Default, and to rely on the Client Default to relieve it from the performance of any of its obligations to the extent the Client Default prevents or delays the Supplier's performance of any of its obligations;
- (b) the Supplier shall not be liable for any costs or losses sustained or incurred by the Client arising directly or indirectly from the Supplier's failure or delay to perform any of its obligations as set out in this clause 7.2; and
- (c) the Client shall reimburse the Supplier on written demand for any costs or losses sustained or incurred by the Supplier arising directly or indirectly from the Client Default.

7.3 The Client shall, before work starts, disclose all known hazards, asbestos information, surveys, permits, infection-control requirements, buried or concealed services and operational restrictions. The Supplier may suspend or refuse unsafe work and charge resulting delay and remobilisation cost.

7.4 The Client shall pay the Supplier's applicable attendance and travel charges where access is unavailable, appointments are cancelled without two Business Days' notice, permits or escorts are absent, systems cannot be isolated, or the Supplier is otherwise prevented from working for reasons not caused by it.

8. Charges and Payment

8.1 The price for Goods shall be the price set out in the Order or, if no price is quoted, the price set out in the Supplier's published price list as at the date of delivery. The price of the Goods is exclusive of all costs and charges of packaging, insurance, transport of the Goods, which shall be paid by the Client when it pays for the Goods.

8.2 The charges for Services shall be on a time and materials basis:

- (a) the charges shall be calculated in accordance with the Supplier's standard daily fee rates, as provided to the Client from time to time;
- (b) the Supplier's standard daily fee rates for each individual person are calculated on the basis of an eight-hour day from 8.00 am to 5.00 pm worked on Business Days;

(c) the Supplier shall be entitled to charge the overtime rates set out in the Schedule for any time worked by individuals whom it engages on the Services outside the hours referred to in clause 8.2(b); and

(d) the Supplier shall be entitled to charge the Client for any expenses reasonably incurred by the individuals whom the Supplier engages in connection with the Services including, but not limited to, travelling expenses, hotel costs, subsistence and any associated expenses, and for the cost of services provided by third parties and required by the Supplier for the performance of the Services, and for the cost of any materials.

8.3 The Supplier reserves the right to:

(a) increase its standard daily fee rates for the charges for the Services, provided that such charges cannot be increased more than once in any 12 month period. The Supplier will give the Client written notice of any such increase 3 months before the proposed date of the increase. If such increase is not acceptable to the Client, it shall notify the Supplier in writing within 8 weeks of the date of the Supplier's notice and the Supplier shall have the right without limiting its other rights or remedies to terminate the Contract by giving 4 weeks' written notice to the Client; and

(b) increase the price of the Goods, by giving notice to the Client at any time before delivery, to reflect any increase in the cost of the Goods to the Supplier that is due to:

(c) any factor beyond the control of the Supplier (including foreign exchange fluctuations, increases in taxes and duties, and increases in labour, materials and other manufacturing costs);

(d) any request by the Client to change the delivery date(s), quantities or types of Goods ordered, or the Specification in respect of the Goods; or

(e) any delay caused by any instructions of the Client in respect of the Goods or failure of the Client to give the Supplier adequate or accurate information or instructions in respect of the Goods.

8.4 In respect of Goods, the Supplier shall invoice the Client on or at any time after completion of delivery. In respect of Services, the Supplier shall invoice the Client in arrears.

8.5 The Client shall pay each invoice submitted by the Supplier:

(a) within 30 days of the date of the invoice; and

(b) in full and in cleared funds to a bank account nominated in writing by the Supplier, and

8.6 time for payment shall be of the essence of the Contract.

8.7 All amounts payable by the Client under the Contract are exclusive of amounts in respect of value added tax chargeable from time to time ("VAT"). Where any taxable supply for VAT purposes is made under the Contract by the Supplier to the Client, the Client shall, on receipt of a valid VAT invoice from the Supplier, pay to the Supplier such additional amounts in respect of VAT as are chargeable on the supply of the Services or Goods at the same time as payment is due for the supply of the Services or Goods.

8.8 Without limiting any other right, overdue sums carry interest, statutory compensation and reasonable recovery costs under the Late Payment of Commercial Debts (Interest) Act 1998 where applicable. Where that Act does not apply, interest accrues daily at 8 per cent per annum above the Bank of England base rate from the due date until payment, before or after judgment.

8.9 The Client shall pay all amounts in full without deduction, withholding, set-off or counterclaim except as required by law or, for a construction contract, pursuant to a valid pay less notice. The Supplier may set off any amount due from the Client against any amount payable by the Supplier to the Client.

8.10 Each and every invoice is due within its own right, regardless of the purchase order value.

8.11 Where the Contract is a construction contract, clauses 8.11 to 8.16 apply in place of any inconsistent payment provision. The Supplier may submit an application monthly on the date stated in the quotation or, if none, on the last Business Day of the month, stating the sum considered due and its basis. The due date is seven days after receipt of the application and the final date for payment is 21 days after the due date.

8.12 The Client shall give a payment notice no later than five days after the due date stating the sum considered due at the due date and its basis. If it does not, the Supplier's application is the payment notice.

The Client may give a pay less notice no later than five days before the final date for payment stating the sum considered due on the date of notice and its basis.

8.13 A payment notice or pay less notice must be served in accordance with clause 15.3 and must clearly identify the relevant application and calculation. General correspondence, a valuation discussion or withholding without a compliant notice does not reduce the notified sum.

8.14 The Supplier may suspend any or all of its obligations after giving the notice required by section 112 of the Construction Act. The Client shall pay the Supplier's reasonable suspension, protection, demobilisation and remobilisation costs and the Supplier is entitled to a reasonable extension of time.

8.15 Payment, assessment or use does not constitute acceptance, but the Client may not reopen the valuation of a notified sum except through a later compliant payment cycle, adjudication or final determination. The Supplier shall account for any overpayment finally established.

8.16 Any retention applies only if expressly stated in the quotation, at the stated percentage and release dates. No main-contract retention, pay-when-paid condition or other third-party payment condition applies except to the limited extent permitted by the Construction Act.

9. Health and Safety

9.1 The parties shall comply with their obligations under the Health and Safety at Work Act 1974.

9.2 The Supplier shall indemnify the Client against all legally enforceable claims, reasonable expenses, loss and liabilities which may be suffered or incurred by the Client as a direct result of any negligent failure by the Supplier to comply with clauses 7.1(h) and 9.1, provided that the liability is properly attributable to the Supplier and that where the Supplier has contributed to a liability but is not the sole cause thereof, the Supplier's liability shall be fair and reasonable having regard to the extent of such contribution.

9.3 The Client shall indemnify the Supplier against all legally enforceable claims, reasonable expenses, loss and liabilities which may be suffered or incurred by the Supplier as a direct result of any negligent failure by the Client to comply with clauses 7.1(h) and 9.1, provided that the liability is properly attributable to the Client and that where the Client has contributed to a liability but is not the sole cause thereof, the Client's liability shall be fair and reasonable having regard to the extent of such contribution.

9.4 Nothing appoints the Supplier as Principal Designer, Principal Contractor, Authorising Engineer, Authorised Person or other statutory or specialist dutyholder unless expressly stated in the quotation. The Client remains responsible for appointments and information required by the Construction (Design and Management) Regulations 2015, the Building Safety Act 2022 and the Building Regulations 2010 (including Part 2A dutyholder arrangements).

10. Intellectual Property Rights

10.1 All Intellectual Property Rights in or arising out of or in connection with the Services shall be owned by the Supplier.

10.2 The Client acknowledges that, in respect of any third party Intellectual Property Rights in the Services, the Client's use of any such Intellectual Property Rights is conditional on the Supplier obtaining a written licence from the relevant licensor on such terms as will entitle the Supplier to license such rights to the Client.

10.3 All Supplier Materials are the exclusive property of the Supplier.

11. Confidentiality

11.1 A party ("Receiving Party") shall keep in strict confidence all technical or commercial know-how, specifications, inventions, processes or initiatives which are of a confidential nature and have been disclosed to the Receiving Party by the other party ("Disclosing Party"), its employees, agents or subcontractors, and any other confidential information concerning the Disclosing Party's business or its products or its services which the Receiving Party may obtain. The Receiving Party shall restrict disclosure of such confidential information to such of its employees, agents or subcontractors as need to know it for the purpose of discharging the Receiving Party's obligations under the Contract, and shall ensure that such

employees, agents or subcontractors are subject to obligations of confidentiality corresponding to those which bind the Receiving Party. This clause 11 shall survive termination of the Contract.

11.2 Each party shall comply with applicable data-protection law. Unless expressly agreed otherwise, each acts as an independent controller. Where the Supplier processes personal data for the Client, it shall do so only on documented instructions, apply appropriate security, ensure confidentiality, assist with legally required requests, notify the Client without undue delay of a confirmed personal-data breach affecting Client data, and return or delete data at the end of the Services, subject to legal retention duties.

11.3 The Client shall ensure it has a lawful basis to disclose personal data, credentials, system logs or patient, staff or visitor information to the Supplier. The Supplier may process contact, access, asset and service information as reasonably necessary to perform, administer and evidence the Contract.

11.4 Each party shall comply with applicable anti-bribery, tax-evasion facilitation, modern-slavery, sanctions and equality law. A party shall promptly notify the other of any material breach relevant to the Contract.

12. Limitation of Liability: THE CLIENT'S ATTENTION IS PARTICULARLY DRAWN TO THIS CLAUSE

12.1 Nothing in these Conditions shall limit or exclude the Supplier's liability for:

- (a) death or personal injury caused by its negligence, or the negligence of its employees, agents or subcontractors;
- (b) fraud or fraudulent misrepresentation;
- (c) breach of the terms implied by section 2 of the Supply of Goods and Services Act 1982 (title and quiet possession);
- (d) breach of the terms implied by section 12 of the Sale of Goods Act 1979 (title and quiet possession); or
- (e) defective products under the Consumer Protection Act 1987.

12.2 Subject to clause 12.1:

- (a) the Supplier shall not be liable, whether in contract, tort (including negligence), breach of statutory duty or otherwise, for loss of profit, revenue, production, use, business, contract, anticipated saving, data, goodwill or reputation, or for indirect or consequential loss; and
- (b) the Supplier's aggregate liability for all other loss arising out of or in connection with the Contract shall not exceed the lesser of £2,000,000 and 100 per cent of the Contract Price. Where the Contract is a recurring service contract, the Contract Price for this purpose is the charges paid or payable in the 12 months preceding the event giving rise to the claim.

12.3 Except as set out in these Conditions, all warranties, conditions and other terms implied by statute or common law are, to the fullest extent permitted by law, excluded from the Contract.

12.4 This clause 12 shall survive termination of the Contract.

12.5 The Client shall take reasonable steps to mitigate loss and shall not recover more than once for the same loss. The Supplier is not liable to the extent loss is caused or increased by Client Default, inaccurate information, continued use after a defect becomes apparent, failure to maintain, third-party interference or failure to follow advice.

12.6 Any claim must be notified promptly with reasonable details and supporting evidence. Nothing in this clause imposes a shorter statutory limitation period, but delay which prejudices investigation may be taken into account when assessing liability.

12.7 The parties agree that this clause 12 is reasonable having regard to the Contract Price, the allocation of risk, the availability and cost of insurance and the Client's ability to request a higher liability cap before acceptance for an agreed additional charge. Each limitation applies separately and survives failure of any exclusive remedy.

12.8 Where loss is caused by the acts or omissions of the Supplier and one or more other persons, the Supplier's liability shall be limited to the fair and reasonable share of that loss for which it is responsible, assessed on the assumption that those other persons have paid the shares properly attributable to them. This clause does not apply to a liability which cannot lawfully be limited.

13. Termination

13.1 Without limiting its other rights or remedies, each party may terminate the Contract with immediate effect by giving written notice to the other party if:

- (a) the other party commits a material breach and, if remediable, fails to remedy it within 10 Business Days after written notice;
- (b) the other party suspends, or threatens to suspend, payment of its debts or is unable to pay its debts as they fall due or admits inability to pay its debts or (being a company) is deemed unable to pay its debts within the meaning of section 123 of the Insolvency Act 1986 or (being an individual) is deemed either unable to pay its debts or as having no reasonable prospect of so doing, in either case, within the meaning of section 268 of the Insolvency Act 1986 or (being a partnership) has any partner to whom any of the foregoing apply;
- (c) the other party commences negotiations with all or any class of its creditors with a view to rescheduling any of its debts, or makes a proposal for or enters into any compromise or arrangement with its creditors other than (where a company) for the sole purpose of a scheme for a solvent amalgamation of that other party with one or more other companies or the solvent reconstruction of that other party;
- (d) a petition is filed, a notice is given, a resolution is passed, or an order is made, for or in connection with the winding up of the other party (being a company) other than for the sole purpose of a scheme for a solvent amalgamation of the other party with one or more other companies or the solvent reconstruction of that other party;
- (e) the other party (being an individual) is the subject of a bankruptcy petition or order;
- (f) a creditor or encumbrancer of the other party attaches or takes possession of, or a distress, execution, sequestration or other such process is levied or enforced on or sued against, the whole or any part of its assets and such attachment or process is not discharged within 14 days;
- (g) an application is made to court, or an order is made, for the appointment of an administrator or if a notice of intention to appoint an administrator is given or if an administrator is appointed over the other party (being a company);
- (h) a floating charge holder over the assets of the other party (being a company) has become entitled to appoint or has appointed an administrative receiver;
- (i) a person becomes entitled to appoint a receiver over the assets of the other party or a receiver is appointed over the assets of the other party;
- (j) any event occurs, or proceeding is taken, with respect to the other party in any jurisdiction to which it is subject that has an effect equivalent or similar to any of the events mentioned in clause 13.1(b) to clause 13.1(i) (inclusive);
- (k) the other party suspends, threatens to suspend, ceases or threatens to cease to carry on, all or substantially the whole of its business; or
- (l) the other party (being an individual) dies or, by reason of illness or incapacity (whether mental or physical), is incapable of managing his own affairs or becomes a patient under any mental health legislation.

13.2 Without limiting its other rights or remedies, the Supplier may terminate the Contract:

- (a) by giving the Client 2 months' written notice;
- (b) with immediate effect by written notice if the Client fails to pay any amount properly due within seven days after receiving written notice requiring payment, subject to the Construction Act where applicable.

13.3 Without limiting its other rights or remedies, the Supplier shall have the right to suspend the supply of Services or all further deliveries of Goods under the Contract or any other contract between the Client and the Supplier if:

- (a) the Client fails to pay any amount properly due by the final date for payment; or
- (b) the Client becomes subject to any of the events listed in clause 13.1(b) to clause 13.1(l), or the Supplier reasonably believes that the Client is about to become subject to any of them.

14. Consequences of Termination

14.1 On termination of the Contract for any reason:

- (a) the Client shall immediately pay to the Supplier all of the Supplier's outstanding unpaid invoices and interest and, in respect of Services supplied but for which no invoice has yet been submitted, the Supplier shall submit an invoice, which shall be payable by the Client immediately on receipt;
- (b) the Client shall return all of the Supplier Materials and any Deliverables which have not been fully paid for. If the Client fails to do so, then the Supplier may enter the Client's premises and take possession of them. Until they have been returned, the Client shall be solely responsible for their safe keeping and will not use them for any purpose not connected with this Contract;
- (c) the accrued rights and remedies of the parties as at termination shall not be affected, including the right to claim damages in respect of any breach of the Contract which existed at or before the date of termination or expiry; and
- (d) clauses which expressly or by implication have effect after termination shall continue in full force and effect.

14.2 Where the Supplier terminates for Client Default, the Client shall pay the value of work performed, Goods ordered or supplied, unavoidable cancellation and restocking costs, protection, demobilisation and remobilisation costs and the Supplier's other direct loss arising from termination, subject to the Supplier's duty to mitigate.

14.3 Termination does not transfer title to unpaid Goods, Deliverables or Supplier Materials and does not oblige the Supplier to release design files, passwords, software, commissioning records or warranties until all sums properly due have been paid, except where withholding would be unlawful.

15. General

15.1 Force majeure:

- (a) A Force Majeure Event is an exceptional event beyond the reasonable control of the affected party which could not reasonably have been prevented or overcome, including widespread utility or transport failure, war, terrorism, civil disorder, epidemic, fire, flood, extreme weather, embargo, governmental restriction or industry-wide shortage. It does not include lack of funds or the Client's obligation to pay. The affected party shall notify the other, mitigate and resume performance as soon as reasonably practicable.
- (b) The Supplier shall not be liable to the Client as a result of any delay or failure to perform its obligations under this Contract as a result of a Force Majeure Event.
- (c) If a Force Majeure Event materially prevents performance for more than 20 Business Days, either party may terminate the affected unperformed part by written notice. The Client shall pay for Goods and Services supplied and unavoidable commitments incurred before termination.

15.2 Assignment and subcontracting:

- (a) The Supplier may at any time assign, transfer, charge, subcontract or deal in any other manner with all or any of its rights under the Contract and may subcontract or delegate in any manner any or all of its obligations under the Contract to any third party.
- (b) Subject to the Business Contract Terms (Assignment of Receivables) Regulations 2018, the Client shall not without the Supplier's prior written consent assign, transfer, charge, subcontract or otherwise deal with any right or obligation under the Contract. Any effective assignment of a receivable does not transfer obligations, enlarge the Client's rights or prejudice any defence, deduction or set-off available to the Supplier.

15.3 Notices:

- (a) Formal termination notices shall be in writing and delivered personally, by prepaid first-class post, recorded delivery or commercial courier to the registered office or address stated in the Order and may additionally be emailed to the nominated commercial contact. Operational notices, instructions, applications, payment notices and pay less notices may be sent by email to the address customarily used for the Contract.

- (b) A notice is deemed received: if delivered personally, when left at the relevant address; if posted, at 9.00 am on the second Business Day after posting; if sent by courier, when signed for; and if emailed, when transmitted without an automated delivery failure, provided an email after 5.00 pm or on a non-Business Day is deemed received at 9.00 am on the next Business Day.
- (c) Clause 15.3 does not apply to service of proceedings. Email alone is not valid service of a formal termination notice unless expressly agreed in the Order.

15.4 Waiver and cumulative remedies:

- (a) A waiver of any right under the Contract is only effective if it is in writing and shall not be deemed to be a waiver of any subsequent breach or default. No failure or delay by a party in exercising any right or remedy under the Contract or by law shall constitute a waiver of that or any other right or remedy, nor preclude or restrict its further exercise. No single or partial exercise of such right or remedy shall preclude or restrict the further exercise of that or any other right or remedy.
- (b) Unless specifically provided otherwise, rights arising under the Contract are cumulative and do not exclude rights provided by law.

15.5 Severance:

- (a) If a court or any other competent authority finds that any provision of the Contract (or part of any provision) is invalid, illegal or unenforceable, that provision or part-provision shall, to the extent required, be deemed deleted, and the validity and enforceability of the other provisions of the Contract shall not be affected.
- (b) If any invalid, unenforceable or illegal provision of the Contract would be valid, enforceable and legal if some part of it were deleted, the provision shall apply with the minimum modification necessary to make it legal, valid and enforceable.

15.6 No partnership: Nothing in the Contract is intended to, or shall be deemed to, constitute a partnership or joint venture of any kind between any of the parties, nor constitute any party the agent of another party for any purpose. No party shall have authority to act as agent for, or to bind, the other party in any way.

15.7 Third parties: A person who is not a party to the Contract shall not have any rights under or in connection with it.

15.8 Variation: Any variation, including the introduction of any additional terms and conditions, to the Contract shall only be binding when agreed in writing and signed by the Supplier.

15.9 Governing law and jurisdiction: This Contract, and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims), shall be governed by, and construed in accordance with, English law, and the parties irrevocably submit to the exclusive jurisdiction of the courts of England.

15.10 Adjudication: Where the Contract is a construction contract, either party may refer a dispute to adjudication at any time under the Construction Act. The adjudicator shall be agreed or, failing agreement, nominated by the Royal Institution of Chartered Surveyors. The Scheme for Construction Contracts (England and Wales) Regulations 1998, as amended, applies except where the Contract makes compliant provision. The decision is binding until finally determined by agreement, litigation or arbitration.

15.11 Dispute escalation: Before court proceedings, a party shall give a concise dispute notice and senior representatives shall meet within five Business Days to seek resolution. This does not restrict adjudication, urgent relief, debt recovery or action needed to preserve a limitation period.

15.12 Insolvency: Any termination, suspension or other right arising by reason of insolvency or financial distress applies only to the extent permitted by section 233B of the Insolvency Act 1986 and other applicable insolvency law.

15.13 No third-party approval, certificate, payment or omission affects the Client's primary obligation to pay the Supplier. No pay-when-paid term applies except where expressly permitted by section 113 of the Construction Act.

Schedule

Overtime Rates

Monday – Friday 8.00 am - 5.00 pm =	Normal rate
Monday – Friday 5.00 pm - 12.00 am =	Time & Half
Monday – Friday 12.00 am - 8.00 am =	Double Time
Saturday – 8.00 am - 5.00 pm =	Time & Half
Saturday – 5.00 pm - 12.00 am =	Double Time
Sundays & Bank Holidays =	Double Time

Travelling expenses/site attendance will be charged in addition.